

Ocean Carrier Working
Group Agreement
FMC No. 203-011405-010
First Revised Page No. 1

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	FULL NAME OF THE AGREEMENT	2
2	PURPOSE OF AGREEMENT	2
3	PARTIES TO THE AGREEMENT	2
4	GEOGRAPHIC SCOPE OF THE AGREEMENT	2
5	AGREEMENT AUTHORITY	3
6	OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY	6a
7	MEMBERSHIP, WITHDRAWAL, AND EXPULSION	7
8	VOTING	8
9	TERMINATION AND DURATION.	9



this Agreement. The parties may meet, discuss, negotiate and reach agreements with shippers, vendors, government officials and others for purposes of matters within the scope of Agreement.

5.4 This Agreement is intended to permit the parties to discuss and agree upon a variety of matters relating to the publication of tariff data, transition issues resulting from amendments to the Shipping Act of 1984, as amended, and other legislative or regulatory matters. It is recognized that certain agreements reached hereunder (e.g., commodity classifications and the design of algorithms) may impact commercial terms. However, the Agreement does not provide authority to directly discuss or agree upon the dollar amounts of cargo rates or dollar amounts of assessorial charges for transport services to be paid for by a shipper.

5.5. The parties may agree upon any routine administrative matters relating to the operation or implementation of this Agreement. The parties shall allocate costs incurred hereunder and pay their respective shares thereof in a timely manner.

5.6 References to "tariff data" in this Agreement shall mean tariff and service contract information and provisions (in data, text, or other format), whether subject to or exempt from publication or filing with the Federal Maritime Commission or any other U.S. or foreign government agency or department. Without limitation, tariff data includes rates, charges,

officiate at full meetings of the parties and the Executive Committee and are authorized to carry out the decisions of the parties. The Executive Committee or other Committee may make recommendations to the parties on administrative, organizational, and substantive matters.

6.2 The Chairman, his designee, or Agreement counsel shall have the authority to execute and file this Agreement, any modifications to this Agreement, and any forms in support of the foregoing on behalf of the parties, upon appropriate vote taken by the parties.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL AND EXPULSION

7.1 Membership - Any ocean common carrier, conference, or discussion agreement of ocean common carriers in the Trade is eligible for membership in this Agreement upon execution of a counterpart hereof, provided that a prospective party will not become a party to this Agreement until an amendment to this Agreement providing for such membership is effective pursuant to the Shipping Act of 1984, as amended. Such an amendment may be filed at the direction of the Chairman, or his designee.

7.2 Withdrawal - Any party may withdraw from this Agreement at any time upon 30 days' prior written notice to the Agreement.

Ocean Carrier Working
Group Agreement
FMC No. 203-011405-010
Appendix A - First Revised
Page No. 1

PARTIES TO THE AGREEMENT

Conference and Agreement Parties

The Latin America Agreement
Central America Discussion Agreement
Hispaniola Discussion Agreement
U.S./Jamaica Discussion Agreement
Caribbean Shipowners Association
Aruba Bonaire Curacao Liner Association
Venezuela Discussion Agreement
Colombia Discussion Agreement
ABC Discussion Agreement
Montemar S.A. d/b/a Pan American Independent Line
West Coast of South America Discussion Agreement
Inland Shipping Service Association
Zim Israel Navigation Co., Ltd.

Ocean Carrier Working
Group Agreement
FMC No. 203-011405-010
Appendix A - First Revised Page No. 1a

Israel Trade Conference
Farrell Lines, Inc.
Zim Israel Navigation Co., Ltd.

Trans-Atlantic Conference Agreement
A. P. Moller-Maersk Line
Atlantic Container Line AB
Hapag-Lloyd Container Linie GmbH
Mediterranean Shipping Company S.A.
Nippon Yusen Kaisha
Orient Overseas Container Line
P&O Nedlloyd Limited
P&O Nedlloyd B.V.
Sea-Land Service, Inc.

Transpacific Stabilization Agreement
American President Lines, Ltd.
A.P. Moller-Maersk Line
APL Co. Pte Ltd.
China Ocean Shipping Company
Evergreen Marine Corp. (Taiwan) Ltd.
Hanjin Shipping Co., Ltd.
Hapag-Lloyd Container Linie GmbH
Hyundai Merchant Marine Co., Ltd.
Kawasaki Kisen Kaisha, Ltd.
Mitsui O.S.K. Lines, Ltd.
Nippon Yusen Kaisha
Orient Overseas Container Line

Ocean Carrier Working
Group Agreement
FMC No. 203-011405-010
Appendix A - First Revised Page No. 1b

P&O Nedlloyd Limited
P&O Nedlloyd B.V.
Sea-Land Service, Inc.
Yangming Marine Transport Corp.

United States/Australia-New Zealand Association
Australia New Zealand Direct Line
Hamburg Sudamerikanische Dampfschiffahrt
Gesellschaft Eggert & Amsinck
P&O Nedlloyd Limited

United States/South Europe Conference
A. P. Moller-Maersk Line
Sea-Land Service, Inc.
P&O Nedlloyd Limited
P&O Nedlloyd B.V.

United States/Southern Africa Conference
Mediterranean Shipping Company S.A.
Safbank Line Limited
Lykes Lines Limited, LLC
A.P. Moller-Maersk Line

Westbound Transpacific Stabilization Agreement
American President Lines, Ltd.
A.P. Moller-Maersk Line
APL Co. Pte Ltd.
China Ocean Shipping Company
Evergreen Marine Corp. (Taiwan) Ltd.
Hanjin Shipping Co., Ltd.
Hyundai Merchant Marine Co., Ltd.
Kawasaki Kisen Kaisha, Ltd.
Mitsui O.S.K. Lines, Ltd.
Nippon Yusen Kaisha
Orient Overseas Container Line
P&O Nedlloyd Limited
P&O Nedlloyd B.V.
Sea-Land Service, Inc.

Ocean Carrier Working
Group Agreement
FMC No. 203-011405-010
Appendix A
Third Revised Page No. 2

Carrier Parties

A.P. Moller - Maersk Line
Contship Containerlines Limited
Crowley American Transport, Inc.
Evergreen Marine Corporation (Taiwan) Ltd.
King Ocean Service de Venezuela, S.A.
Sea-Land Service, Inc.
Star Shipping A/S
Tropical Shipping & Construction Company, Limited
Wallenius Wilhelmsen Lines AS
Zim-Israel Navigation Co.
Hapag-Lloyd Container Linie GmbH

Ocean Carrier Working
Group Agreement
FMC No. 203-011405-010

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties to the Ocean Carrier Working Group Agreement hereby agree this 2nd day of August, 1999, to amend this Agreement as per the attached First Revised Page Nos. 1, 5 and 7 and First Revised Pages 1, 1a, 1b and Third Revised Page 2 of Appendix A and to file the same with the Federal Maritime Commission.

The Latin America Agreement

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Israel Trade Conference

Marc J. Fink /wrr
By: Marc J. Fink
Title: Attorney-in-Fact

Trans-Atlantic Conference Agreement

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By: Marc J. Fink
Title: Attorney-in-Fact

Transpacific Stabilization Agreement

Marc J. Fink /wrr
By: Marc J. Fink
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United States/Australia-New Zealand Association

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United States/South Europe Conference

Marc J. Fink /wrr
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United States/Southern Africa Conference

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Westbound Transpacific Stabilization Agreement

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Ocean Carrier Working
Group Agreement
FMC No. 203-011405-010

Signature Page (continued)

Mediterranean North Pacific
Coast Freight Conference

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A.P. Moller-Maersk Line

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By: Marc J. Fink
Title: Attorney-in-Fact

Contship Containerlines Limited

Marc J. Fink / WRR
By: Marc J. Fink
Title: Attorney-in-Fact

Crowley American Transport,
Inc.

Marc J. Fink / WRR
By: Marc J. Fink
Title: Attorney-in-Fact

Evergreen Marine Corporation
(Taiwan) Ltd.

Marc J. Fink / WRR
By: Marc J. Fink
Title: Attorney-in-Fact

King Ocean Service de
Venezuela, S.A.

Marc J. Fink / WRR
By: Marc J. Fink
Title: Attorney-in-Fact

Sea-Land Service, Inc.

Marc J. Fink / WRR
By: Marc J. Fink
Title: Attorney-in-Fact

Star Shipping A/S

Marc J. Fink / WRR
By: Marc J. Fink
Title: Attorney-in-Fact

Tropical Shipping & Construction

Marc J. Fink / WRR
By: Marc J. Fink
Title: Attorney-in-Fact

Wallenius Wilhelmsen Lines AS

Marc J. Fink / WRR
By: Marc J. Fink
Title: Attorney-in-Fact

Zim-Israel Navigation Co.

Marc J. Fink / WRR
By: Marc J. Fink
Title: Attorney-in-Fact

Hapag-Lloyd Container Linie
GmbH

Marc J. Fink / WRR
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